



DEPARTMENT OF THE NAVY

ENGINEERING FIELD ACTIVITY, WEST
NAVAL FACILITIES ENGINEERING COMMAND
900 COMMODORE DRIVE
SAN BRUNO, CALIFORNIA 94066-5008

IN REPLY REFER TO:

5090.1B
053A/P&RE-1857

May 30, 2000

Ms. Ann Merideth
Development Services Director
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

Dear Ms. Merideth:

Enclosed is a copy of the fully executed First Amendment to the Memorandum of Agreement (MOA) regarding the layaway, caretaker maintenance, leasing, and disposal of Mare Island Naval Shipyard, Vallejo, California, for your files. This agreement shifts to the City the requirements to apply the terms of the 1992 Programmatic Agreement on Routine Maintenance (1992 PA) to the caretaker maintenance of National Register contributing historic buildings and structures until transferred from the Navy and to apply and enforce the terms of the 1992 PA on the care and maintenance of leased historic properties. In addition, with one exception, it transfers at this time to the City the requirement of Stipulation 7.c., rather than at title transfer. The lone exception would occur when a decision of the City Architectural Heritage and Landmarks Commission to deny a permit is appealed. In such instances the City would consult the Navy and permit the Navy to seek further advice from the State Historic Preservation Officer.

All Navy actions on Mare Island such as the continuing Installation Restoration Program remain subject to compliance with Sections 106 and 110f of the National Historic Preservation Act (NHPA) and the terms of the MOA. Sections 106 and 110f of NHPA would be applicable to all actions of other Federal agencies on Mare Island that might affect contributing National Register buildings and structures. Compliance for such undertakings is not satisfied by the MOA, or its amendment, and should be addressed in accordance with that agency's procedures for compliance with Sections 106.

Should you have any questions regarding the enclosure please call me at (650) 244-3015.

Sincerely,

Louis S. Wall
Cultural Resources Program Coordinator
Planning and Real Estate

Enclosure

Copy to w/encl:
Daniel Abeyta, SHPO, Sacramento, CA
Lee Keatinge, ACHP, Lakewood, CO
Larry Douchand, EFD SW, San Diego, CA
Robert Chattel, Sherman Oaks, CA
Dennis Kelly, CSO, Mare Island, Vallejo, CA

**FIRST AMENDMENT
TO THE
MEMORANDUM OF AGREEMENT
AMONG
THE UNITED STATES NAVY, THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
AND
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER REGARDING
THE LAYAWAY, CARETAKER MAINTENANCE, LEASING, AND DISPOSAL OF HISTORIC
PROPERTIES ON THE FORMER MARE ISLAND NAVAL SHIPYARD
VALLEJO, CALIFORNIA**

WHEREAS, the Department of the Navy (Navy), the Advisory Council on Historic Preservation (Council), and the California State Historic Preservation Officer (SHPO) executed a Memorandum of Agreement (hereinafter, Underlying MOA), effective April 1, 1997, regarding the Layaway, Caretaker Maintenance, Leasing, and Disposal of Historic Properties on the Former Mare Island Naval Shipyard, Vallejo, California, and the City of Vallejo (City) and the National Park Service (NPS) concurred in the Underlying MOA; and

WHEREAS, subsequent to execution of the Underlying MOA, the Navy and the City executed a Lease in Furtherance of Conveyance (LIFOC) and an Economic Development Conveyance (EDC) that authorize the City to administer and manage most of the property included within the Mare Island Naval Shipyard Historic District; and

WHEREAS, the City has complied with paragraphs a., b., d., and f., of Stipulation 7. of the Underlying MOA to the satisfaction of the Navy, the Council and the SHPO, and will continue to comply with paragraph e. of Stipulation 7.; and

WHEREAS, the Navy and the City have agreed that the execution of the LIFOC and EDC, and the City's satisfactory compliance with Stipulation 7. of the Underlying MOA warrant a transfer of the Navy's responsibilities under paragraphs b. of Stipulation 4., paragraph b. of Stipulation 6. and paragraph c. of Stipulation 7. of the Underlying MOA to the City, and the Navy has consulted with the Council, the SHPO, the NPS and the City pursuant to Stipulation 11. of the Underlying MOA, to amend the Underlying MOA accordingly; and

WHEREAS, all parties agree that the Council's regulations (36 CFR Part 800), effective June 17, 1999, shall govern the development, interpretation, and implementation of this amendment, and the Navy, the Council and the SHPO further agree to invite the City to become a signatory to this amendment in accordance with 36 CFR § 800.6(c)(2)(ii); and

WHEREAS, the parties agree that, in addition to the requirements of paragraphs a., b., d., and f. of Stipulation 7.; the requirements of Stipulation 1., 2. and 3., paragraphs a., c. and d. of Stipulation 4.; Stipulation 5., and paragraph a. of Stipulation 6. of the Underlying MOA have also been completed.

NOW, THEREFORE, the Navy, the Council, the SHPO, and the City agree that the Underlying MOA shall be amended as follows:

A. Replace paragraph b. of Stipulation 4. with the following:

4. Layaway and Caretaker Maintenance

- b. Until title to property has been transferred from the Navy to a non-federal entity, the City shall apply the 1992 PA to the caretaker maintenance of all contributing historic buildings and structures identified in the revised National Register Nomination Form dated January

1996, as well as the historic archeological properties that may exist in the 28 archeologically sensitive areas identified in the revised National Register Form.

B. Replace paragraph b. of Stipulation 6. with the following:

6. Leasing of Historic Properties.

- b. The City shall inspect the leased historic properties contributing to the Mare Island Historic District semi-annually to ensure that the conditions of the 1992 PA are followed in maintaining or adapting historic properties for other uses and shall take appropriate remedial action to assure compliance with the 1992 PA where deviations are observed. Appropriate remedial action shall include notification of the Navy, the SHPO and the Council. The City will prepare semi-annual inspection reports of leased historic properties and submit copies of these reports to the Navy, the SHPO and the Council for a thirty (30) day review and comment period. The comment period shall begin on the day following receipt of the reports. Failure of the parties to comment within this time frame shall be deemed concurrence with the reports.

C. Replace paragraph c. of Stipulation 7. with the following:

7. Long Term Preservation Planning.

- c. When title to property located within the Mare Island Historic District is transferred from the Navy to a non-federal entity, all undertakings that may affect these properties will be administered exclusively in accordance with City codes and ordinances. Prior to a transfer of property, and pursuant to the EDC, this requirement will also apply to property covered by an executed LIFOC. Under the terms of an executed LIFOC, and prior to transfer of title, any undertaking reviewed and denied by the City Architectural Heritage and Landmarks Commission (Landmarks Commission) that is subsequently appealed to and approved by the City Council pursuant to Chapter 16.38 of the Vallejo Municipal Code, shall be stayed until the City concludes consultation with the Navy on the undertaking. Within thirty (30) days of receipt of adequate documentation from the City, should the Navy object to such City Council action, the City Council action shall be deemed null and void, and the Navy shall consult the SHPO about the undertaking pursuant to 36 CFR § 800.5. Should the Navy not object within the specified time frame to the City Council action, the City Council action shall be deemed to have full force and effect.

The signatories to the Underlying MOA hereby acknowledge and reaffirm their commitment to perform all duties previously set forth in that Underlying MOA, and these duties are incorporated by reference as if fully set forth herein.

This First Amendment to the Underlying MOA may be executed in counterparts, with a separate page for each signatory, and the Navy will ensure that each signatory is provided with a copy of the fully executed First Amendment to the Underlying MOA. This First Amendment to the Underlying MOA will become effective on the date that the Navy receives the last signature.

Execution of this First Amendment to the Underlying MOA and implementation of its terms, evidence that the Navy has afforded the Council a reasonable opportunity to comment on the Undertaking, that the Navy has taken into account the effects of the Undertaking on historic properties, and that the Navy has satisfied its responsibilities under Section 106 of the National Historic Preservation Act, as amended, and applicable implementing regulations.

UNITED STATES NAVY, ENGINEERING FIELD ACTIVITY WEST, NAVAL FACILITIES
ENGINEERING COMMAND, SAN BRUNO, CALIFORNIA

By:

G. J. Buchanan
G. J. BUCHANAN, CAPT. CEC. USN
COMMANDING OFFICER

Date:

1/20/00

CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA

By:

Date:

2/16/2000

Print or type the name and title of signer:

David R. Whitaker, CITY MANAGER

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

By:

Daniel Abeyta
Daniel Abeyta, Acting California State Historic Preservation Officer

Date:

March 20, 2000

ACCEPTED BY:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:

John M. Fowler
John M. Fowler, Executive Director

Date:

4/13/00

CONCUR:

NATIONAL PARK SERVICE

By:

William C. Witten

Date:

5/18/00

Print or type the name and title of signer:

DEPUTY REGIONAL DIRECTOR